

## INTERCREDITOR AGREEMENT

This Intercreditor Agreement (this "Agreement") is entered and effective as of January 27, 2021, by and among AgTexas Farm Credit Services (including its wholly owned subsidiary AgTexas, PCA, "AgTexas"), Rabo AgriFinance LLC ("RAF"), and Brian McClain dba McClain Feedyard ("McClain"). AgTexas, RAF and McClain may each be referred to in this Agreement as a "Party" and collectively referred to as the "Parties".

### Recitals

A. AgTexas has extended or has agreed to extend one or more loans to Thorlakson Diamond T Feeders, LP ("Thorlakson LP"), which are secured by security interests granted by Thorlakson LP in all of its personal property assets, including, without limitation, all livestock and related assets.

B. RAF has extended or has agreed to extend one or more loans to McClain, which are secured by security interests granted by McClain in certain of his personal property assets, including, without limitation, all livestock and related assets.

C. McClain and Thorlakson LP from time to time intend to enter into transactions under which Thorlakson LP will purchase cattle from McClain and/or place cattle owned by Thorlakson LP with McClain, who will provide feed and care for said cattle in return for the consideration described therein. Each such transaction will be governed by a Cattle Feeding Agreement (each a "Cattle Feeding Agreement"). The Cattle Feeding agreement will not modify or subordinate RAF's security interest to the cattle owned by McClain in any way.

D. Neither McClain nor Thorlakson LP intend to create a partnership, joint venture or other entity or association as a result of any transaction described above or the entry into any Cattle Feeding Agreement.

E. AgTexas, RAF and McClain desire to enter this Agreement to set forth the relative priority of the security interests, liens and other interests relating to cattle and related assets subject to the Cattle Feeding Agreements and the underlying transactions between McClain and Thorlakson LP.

### Agreement

In consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties agree as follows:

1. Each Party hereby acknowledges and agrees that:

(i) The entry into a Cattle Feeding Agreement by and between Thorlakson LP and McClain does not and shall not create a partnership, joint venture or other entity or association under applicable law. The relationship between Thorlakson LP and McClain under a Cattle Feeding Agreement is purely contractual in nature.

(ii) All rights held by McClain under or in connection with a Cattle Feeding Agreement are strictly contractual in nature and shall not give rise to an ownership interest in cattle that are subject to a Cattle Feeding Agreement.



(iii) All cattle subject at any time to a Cattle Feeding Agreement are and shall be solely owned by Thorlakson LP until sold pursuant to a forward contract for sale as described in the applicable Cattle Feeding Agreement.

(iv) Any security interest held by AgTexas in cattle that are subject to a Cattle Feeding Agreement shall be subordinate to any properly perfected agister's or similar lien arising under state law to secure amounts owed to McClain by Thorlakson LP under a Cattle Feeding Agreement that are directly attributable to the feeding and care of cattle subject to said Cattle Feeding Agreement to the extent that said lien secures said amounts.

(v) Except for agister's liens described in paragraph (iv) above, no lien of any kind in favor of McClain or RAF shall attach to cattle that are subject to a Cattle Feeding Agreement. Any such lien that is deemed to have attached to cattle that are subject to a Cattle Feeding Agreement shall be subordinate in all respects to liens and security interests held by AgTexas in such cattle to secure the obligations of Thorlakson LP to AgTexas.

(vi) No lien of any kind in favor of AgTexas or Thorlakson LP shall attach to the cattle owned by McClain and any lien for the benefit of Thorlakson LP or AgTexas that might attach under a Cattle Feeding Agreement to cattle owned by McClain shall be subordinate to RAF's security interest in such cattle.

2. AgTexas and RAF each may, in its sole discretion, without notice to any other Party, (i) agree to modify any of the terms of the indebtedness owing to it or any agreement governing such indebtedness to which it is a party; (ii) waive any of such terms or give or withhold consent or approval to any action or failure to act by any other person thereunder; or (iii) exercise or refrain from exercising any powers or rights it may have or permit substitutions or releases of security without reduction of the indebtedness.

3. If either Party obtains possession of any proceeds of cattle that are subject to a Cattle Feeding Agreement in violation of or contrary to the terms of this Agreement, such Party will hold said proceeds in trust for the benefit of the other Party or Parties, will promptly notify the other Party or Parties of such fact, and will promptly deliver such proceeds to the other Party or Parties.

4. All notices, requests and demands with respect to this Agreement will be in writing and made to each Party at its address set forth below or to such other address as such Party may designate by written notice to the other Parties in accordance with this provision and will be deemed to have been given or made: if delivered in person, immediately upon delivery; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, three (3) business days after mailing.

If to AgTexas:

AgTexas Farm Credit Services  
2001 S. Soncy Rd.  
Amarillo, Texas, 79124  
(P.O. Box 50060, Amarillo, Texas 79159)  
Attn: Colton Long

If to RAF:

Rabo AgriFinance LLC

W.B. Lawson III  
JP.

Attn: \_\_\_\_\_

If to McClain:

Brian McClain

2548 CR 15

Friona, Texas 79035

5. Neither this Agreement nor any term or condition contained in this Agreement may be amended, modified, replaced or substituted except in a writing signed by the Parties and no term or condition contained in this Agreement will be waived except in a writing signed by the waiving Party.

6. This Agreement will be binding upon and inure to the benefit of the Parties, their respective successors and assigns. There will be no third-party beneficiaries of this Agreement.

7. This Agreement constitutes the complete and integrated understanding between the Parties with respect to the subject matter hereof. All prior or contemporaneous understandings and agreements, written or oral, express or implied, are of no further force and effect to the extent inconsistent herewith. To facilitate the execution of this Agreement, any number of counterparts of this Agreement may be executed; and each counterpart that is executed by or on behalf of one or more of the Parties will be deemed an original instrument, but all counterparts together will constitute only one agreement.

(signature pages follow)

This agreement has been duly executed and delivered by the Creditors to be effective as of the date first written above.

RABO:

RABO AGRIFINANCE LLC

By: LB Lawson III  
Printed name: LB Lawson III  
Title: VP

COPY VIEW



AGTEXAS:

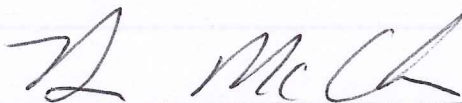
AGTEXAS FARM CREDIT SERVICES

By: \_\_\_\_\_

Colton Long,  
Vice President

COPY VIEW

MCCLAIN:



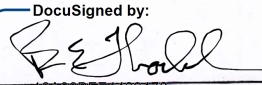
Brian McClain, dba McClain Feedyard

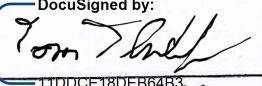
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The undersigned Borrower hereby consents to, and to the extent necessary, agrees to be bound by the foregoing Intercreditor Agreement.

THORLAKSON DIAMOND T FEEDERS, LP,  
a Texas limited partnership

By Thorlakson Diamond T Feeders Management, LLC,  
a Texas limited liability company,  
its general partner

DocuSigned by:  
By:   
10A06BFE4489478...  
Benedict Thorlakson,  
Manager

DocuSigned by:  
By:   
11DDCE18DEB84B3...  
Thomas Thorlakson,  
Manager